

JPA-79-14

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

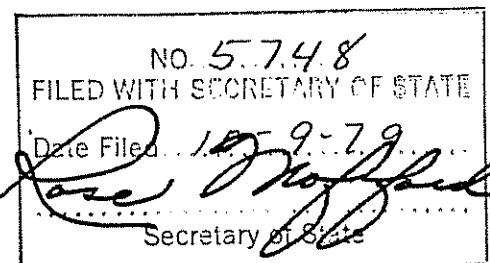
THE STATE OF ARIZONA

THE TOWN OF PAYSON

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF PAYSON, a municipal corporation hereinafter called "TOWN".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.



Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is to the mutual benefit of the STATE and the TOWN to enter into an agreement covering the maintenance of these certain State Highways known as S. R. 87 and S. R. 260 which are State Highways of the STATE OF ARIZONA and which traverse the said TOWN OF PAYSON over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said TOWN, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this agreement.
2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the TOWN as set forth by this agreement.

3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:

- a. Betterment of reconstruction of roadway, curbs, sidewalks, medians and channelization.
- b. Bridges and drainage.
- c. Guardrails and fences.
- d. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.
- e. Routine maintenance of roadway and curbs.
- f. Permits for highway right of way encroachments and use.
- g. Removal of snow, sand, rock and other debris caused by slides or other causes.
- h. Traffic control devices, including signs, striping and marking (except street name and parking).

4. That the TOWN shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:

- a. Sidewalks
  - b. Sprinkling
  - c. Street lighting (other than safety lighting).
  - d. Street name signs
  - e. Parking signs. Approved crosswalks, parking lane striping and curb markings after initial installation.
5. That the TOWN shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.
6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the TOWN. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.
7. That the TOWN shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The TOWN will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

8. That the TOWN will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the TOWN on the State Highway right of way.
9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation.
10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the TOWN.
11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of January, 1979, but in no event prior to its being filed with the Secretary of State.
12. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.
13. This Agreement shall remain in force and effect until midnight December 31, 1979, and shall there-

after be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

14. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.
15. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.
16. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: *J. B. Mertz*  
Chief Deputy State Engineer

TOWN OF PAYSON


ATTEST:

*Mary S. Jones*  
Town Clerk

By: *William H. Taylor*  
TITLE: MAYOR

RESOLUTION

Be it resolved on this date October 5, 1979 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the Town of Payson, enter into the inter-governmental agreement for the purpose of maintaining certain State Highways known as S. R. 87 and S. R. 260, which are State Highways of the State of Arizona and which traverse the said Town of Payson over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said City.

  
W. A. ORDWAY, DIRECTOR  
Arizona Department of Transportation



RESOLUTION NO. 179

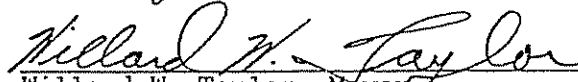
A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, TO ENTER INTO INTERGOVERNMENTAL MAINTENANCE AGREEMENT WITH THE STATE OF ARIZONA AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the Mayor and Common Council of the Town of Payson, Arizona, find that the within Resolution is in the interests of the Town of Payson;

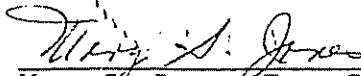
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA that the Town enter into an Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 1979, but in no event prior to being filed with the Secretary of State;

BE IT FURTHER RESOLVED that the Mayor of the Town of Payson, Arizona is authorized to execute said Agreement on behalf of the Town.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this 13th day of August, 1979.

  
Willard W. Taylor, Mayor

ATTEST:

  
Mary S. Jones, Town Clerk

APPROVED AS TO FORM:


  
Samuel I. Streichman, Town Attorney

EXHIBIT "A"



# TOWN OF PAYSON

## INTEROFFICE MEMORANDUM


DATE: August 13, 1979

TO: Mayor and Town Council

FROM: Samuel I. Streichman, Town Attorney

SUBJECT: Intergovernmental Maintenance Agreement between  
the State of Arizona and the Town of Payson

I have determined that the above agreement is in proper form  
and that the TOWN is authorized under the laws of the State  
of Arizona to enter into said agreement.

  
Samuel I. Streichman  
Town Attorney

SIS:msj

EXHIBIT "B"

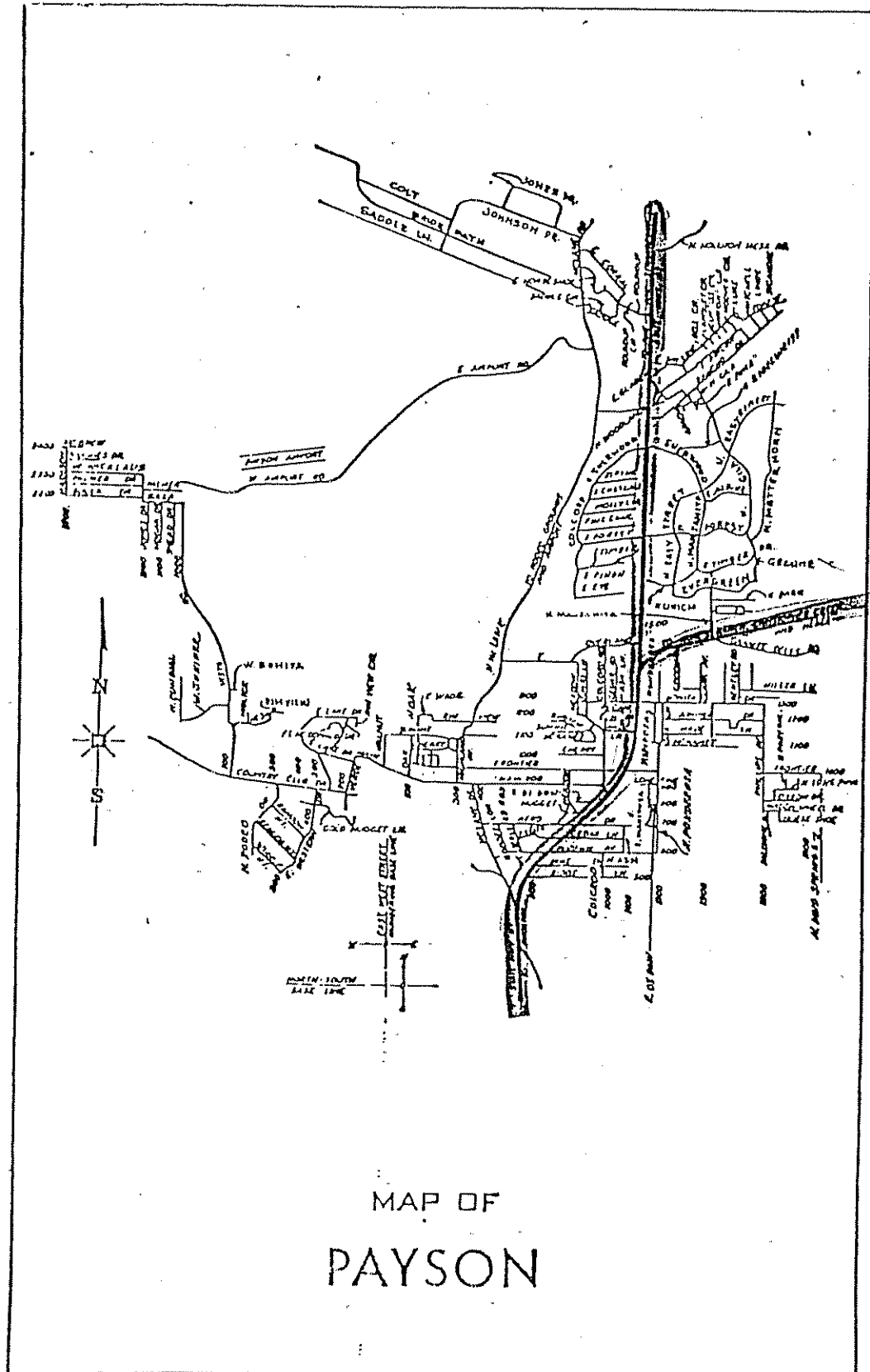


EXHIBIT "C"



OFFICE OF THE  
**Attorney General**  
1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
~~XXXXXXXXXXXX~~  
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. 79-710 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

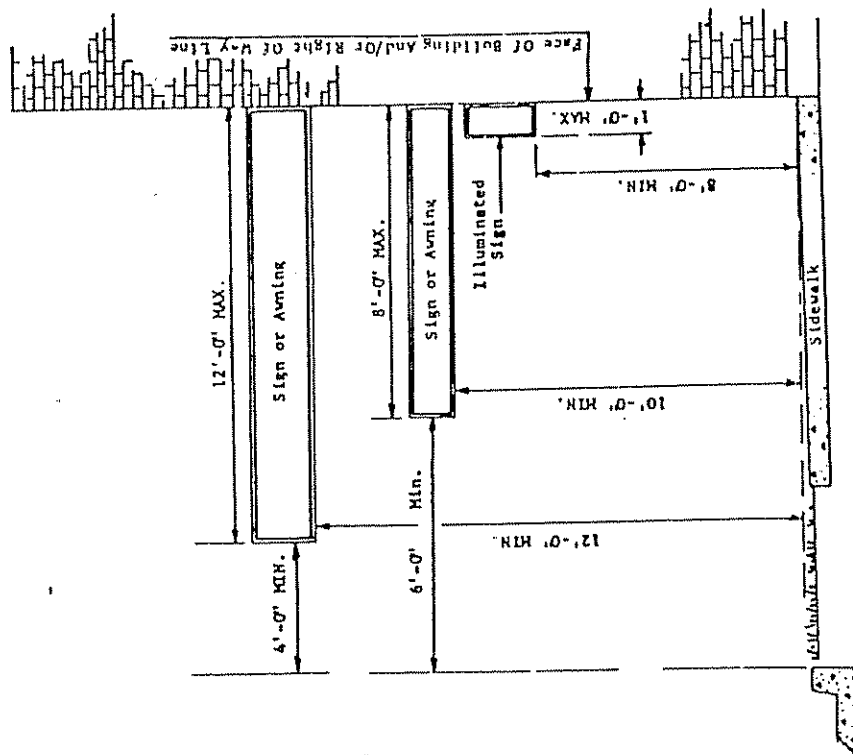
DATED this 18th day of September, 1979.

ROBERT K. CORBIN  
Attorney General

  
ALBERT MORGAN  
Assistant Attorney General

# GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural Highway Rights of Way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT NEEDED

|                              |   |
|------------------------------|---|
| DESIGN APPROVED              | ARIZONA<br>DEPARTMENT OF TRANSPORTATION<br>HIGHWAYS DIVISION<br>STANDARD PLANS<br>PERMIT REGULATIONS<br>FOR SIGNS AND AWNINGS |
| APPROVED FOR<br>DISTRIBUTION | KEY DATE  |

Exhibit "D"

## ADDENDUM TO AGREEMENT NO. 5748

In addendum to the Intergovernmental Maintenance agreement between the State of Arizona, through the Arizona Department of Transportation, and the Town of Payson, filed with the Secretary of State 10/9/79, it is agreed by both parties that the following stipulation be added and governed by the provisions set forth in said agreement:

1. That the Town of Payson will be responsible for management of right of way encroachments according to the applicable statutes; issuing encroachment permits and notices of illegal encroachments as authorized or required by law. Copies of encroachment notices and permits, including sketches showing exact locations of encroachments will be forwarded to the STATE. Forms of encroachment notices and permits will be furnished by the STATE, copies of which are attached and marked as Exhibits "G" through "K".


STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

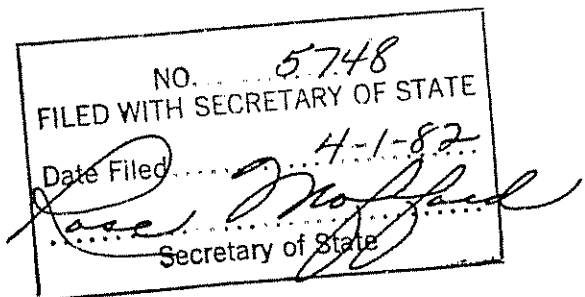
By

  
Chief Deputy State Engineer

By

  
Title Mayor of the Town of Payson

ATTEST:

  
City ClerkDate January 14, 1982



OFFICE OF THE  
**Attorney General**

TRANSPORTATION DIVISION  
1275 WEST WASHINGTON  
PHOENIX, ARIZONA 85007  
(602) 255-1680

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 82-78, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17<sup>th</sup> day of February, 1982.

ROBERT K. CORBIN  
Attorney General

*Albert Morgan*  
Assistant Attorney General  
Transportation Division

- G     Application to use State Highway Right-of-Way - Form # 22-51-1=R6/77
- H     ADOT "C" or Construction Standards
- I     ADOT "D" or Roadway Standards for use in Field and Office
- J     Encroachments in Highway Right-of-Way Rule # R17-3-712
- K     Standard D-8.01



## EXHIBIT "L"

## ADDENDUM TO AGREEMENT NO. 5748

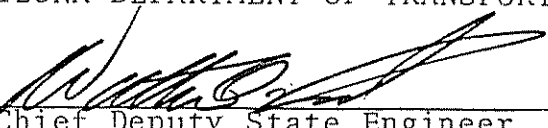
In addendum to the Intergovernmental Maintenance Agreement between the State of Arizona, through the Arizona Department of Transportation, and the Town of Payson, filed with the Secretary of State 10/9/79, it is agreed by both parties that the following stipulation be added and governed by the provisions set forth in said agreement:

1. That the State, through the Department of Transportation, will be responsible for management of permits for highway right of way encroachments and use.

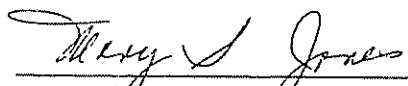
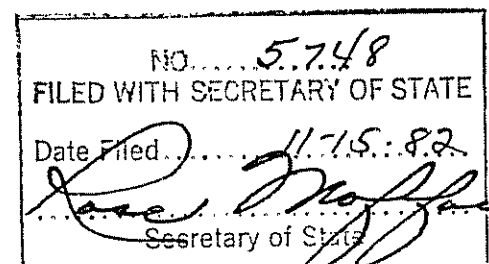
This supercedes and rescinds Exhibit "F",  
Addendum to Agreement No. 5748, filed  
with the Secretary of State April 4, 1982.

STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

By   
Chief Deputy State EngineerBy   
Title Mayor, Town of Payson, Arizona

ATTEST:

  
Mary S. Jones, Town ClerkDate September 23, 1982



OFFICE OF THE  
**Attorney General**

TRANSPORTATION DIVISION  
1275 WEST WASHINGTON  
PHOENIX, ARIZONA 85007  
(602) 255-1680

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 82-587, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 24th day of October, 1982.

ROBERT K. CORBIN  
Attorney General

*Albert Morgan*  
Assistant Attorney General  
Transportation Division